

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Hearing Date and Time:  
April 15, 2025 at 9:00 a.m.

-----X  
In re:

Chapter 11 (Subchapter V)

Insource Supplies LLC,

Case No. 24-10571-JPM

Debtor.  
-----X

**DECLARATION OF ELI BENSOUSSAN IN OPPOSITION TO THE MOTION  
OF CFBANK N.A. TO COMPEL PAYMENT OR CONVERT THE CASE,**

I, Eli Bensoussan, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

**Background**

1. I am the managing member of Insource Supplies LLC (the “Debtor” or the “Company”), and as such, I am fully familiar with the facts and circumstances set forth herein. I submit this declaration (the “Declaration”) in opposition of the motion filed by secured creditor CFBank N.A. (“CFBank”) to compel payment or convert this case to Chapter 7.

2. I am frustrated by the post-confirmation adverse turn of events which has seen the market for emergency procurement of medical supplies erode significantly. I did not see the market decline coming when I confirmed the Debtor’s plan of reorganization pursuant to Order dated December 17, 2024. Indeed, confirmation was preceded by some of the best months that the Debtor enjoyed during the Chapter 11 case last fall.

3. The Debtor is a medical supply company which reoriented its business to tap into the need for emergency medical procurement. The demand developed out of the pandemic, creating gaps in the regular chain for medical supplies. After the start of the year, the need for emergency supplies suddenly dropped significantly. The Debtor was unable to obtain new

purchase orders as anticipated. In turn, the Debtor's cash flow dried up over the winter months, leading to the current situation.

4. To offset the decline in emergency procurements, the Debtor has refocused its sales efforts to solicit supply contracts from medical providers, still relying upon the its procurement contract with Astor Pharmaceutical LLC ("Astor"). The Debtor's contract with Astor formed the basis for the confirmation of the Plan. Under the confirmed Plan, the Debtor was to pay creditors over a five year period from operating profits, including \$25,000 per month to its secured lender. Because the bottom has fallen out of the emergency medical supplies, the Debtor has not been able to make payments to CFBank since January 29, 2025.

#### **New Customer Contract**

5. Over the last several months, however, I have worked tirelessly on developing a new customer relationship with Omni Ophthalmic Management Consultants LLC and its affiliates, Omni Eye Services and Kramer Eye Center P.C.(collectively, "Omni"). Omni operates an eye surgery practice with approximately 21 locations in New Jersey, New York and Pennsylvania. I negotiated a potential new supply contract on behalf of Astor with Omni, which I understand is close to Omni's final approval. A copy of the proposed contract is annexed hereto as Exhibit "A". I further understand that the contract has received preliminary approval from Omni's operating department and is currently awaiting final review by Omni's finance department. My email communications with Christina Brunelle (V.P. of Market Operations) relating to the proposed contract is annexed hereto as Exhibit "B".

6. The proposed contract calls for total purchases by Omni over the next year of \$9.8 million, with the Debtor's net share to be approximately \$1.12 million.


7. Astor will continue to provide fulfillment and logistics, with another investor (David Rosenbaum) funding the inventory purchases of medical and surgical supplies in connection with the Omni contract. Astor and I were able to offer a 20% price discount to Omni as an incentive to signing the contract.

8. Once the Omni contract is in place (which I am hopeful will occur in the near term), cash flow should begin anew within three (3) months. The Debtor will be able to catch up on back Plan payments and remain current thereafter. The Debtor has prepared the attached projected cash flow to be generated from the Omni contract annexed hereto as Exhibit "C".

9. Because of the Omni relationship, I believe there is certainly light at the end of the tunnel. The Debtor can regain its footing once the Omni contract is finalized. I will then be able to submit revised projections and, if necessary, plan modifications. Accordingly, I respectfully request that CFBank's motion to compel payments or convert be carried and adjourned until mid-May, by which time I expect to have a definite response from Omni. In reality, I fully understand the requirement to make catch up payments. The Debtor and I are doing our level best to comply with the Plan. The current default is not because I am purposely disregarding the terms of the Plan.

10. Additionally, I have been unable to borrow funds to make interim payments, but I will continue to try to do so. I hope that once Omni signs the contract, the financial investor, Mr. Rosenbaum, will advance funds to the Debtor to accelerate the timing of catch up payments to creditors.

Dated: New York, NY  
April 11, 2025



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Eli Bensoussan

## **EXHIBIT A**

### Exclusive Sales Agreement

This sales agreement ("Agreement") is entered into by Astor Pharmaceuticals, LLC, a New York State limited liability company with its principal place of business at 665 Union Avenue Holtsville, NY 11742 ("Distributor") and Omni Eye Services Kremer Eye Center, P.C, a Pennsylvania State professional service corporation with its principal place of business at 200 Mall Boulevard King Of Prussia, Pennsylvania 19406 ("Customer") (collectively the "Parties" and separately a "Party").

WHEREAS Distributor and Customer seek to enter into a relationship for Distributor to sell Customer certain products this Agreement memorializes the terms and conditions for the sales of those products.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective Date. This Agreement, tendered in February 1st of 2025, will be in effect on the date in which both Parties have signed and dated the Agreement.
2. Termination. This Agreement terminates on January 31, 2026 or sooner upon written agreement by both Parties, e-mail confirmation from both Parties is sufficient.
3. Purpose and Scope of Agreement. This Agreement memorializes the general terms and conditions for the sale of certain products from Distributor to Customer. Attached hereto as "Exhibit A" is a price list of certain products offered for sale by Distributor. The prices listed in Exhibit A are intended to be valid for the duration of this agreement. The prices listed demonstrate an approximate 20% savings compared to prices reported by Customer to Distributor, for a monetary savings of approximately \$80,000.00 annually. Any medical supplies or Rx items not listed in "Exhibit A", which may be ordered by Customer, shall be structured with a similar price plan to accomplish additional savings for Customer. In the event of a price increase, Distributor is required to provide 120 days' written notice to Customer, e-mail notification is sufficient. The specific terms for each sale of product such as, but not limited to, quantity, delivery date, any potential cancelation date, transportation costs and methods, will be memorialized in an invoice provided by Distributor to Customer prior to each transaction("Invoice"). Once the Invoice is accepted, via email, by both Parties then the terms of this Agreement and the terms set forth in the Invoice will be the binding terms that govern that particular sale of products from Distributor to Customer.
4. Exclusive Distribution. For the entire term of this agreement, Distributor shall act as the exclusive distribution channel for all medical supplies and Rx products for all locations of the Customer. Attached hereto as "Exhibit B" is a location list for all locations included in this exclusive distribution agreement. Customer's estimated annual minimum spend with Distributor, for medical supplies and Rx products is approximately \$9,800,000.00 over the 12 month term of this agreement.

5. Inventory. Customer will advise distributor on all products and quantities to be held as inventory for Customer at the Distributor's warehouse. Distributor will maintain inventory par levels for Customer's reported products and quantities equal to one month's supply for all of Customer's distribution needs. Once inventory par levels drop below a one month supply, Distributor will replenish the inventory to a one month supply par level. All products which Distributor purchases and maintains as inventory at the Distributor's warehouse, based on the reporting of one month par level by Customer to Distributor, will be considered the property of the Customer and shall be shipped to and received by customer on a regular, on going monthly basis for the entire term of the contract and until the final inventory maintained by Distributor is completely delivered to the Customer in full. Customer will complete full payment for all inventory maintained and delivered for the fulfillment of the term of this contract as per "Payment Terms".
6. Payment Terms. Payment of each invoice sent to Customer by Distributor shall be paid in full within 90 days from the date of invoice.
7. Amendments and Modifications. This Agreement may be amended, waived, changed, modified, or discharged only by an agreement in writing signed by the Parties or via an Invoice signed by both Parties as noted in Paragraph 3 above.
8. No Assignment. Customer is not allowed to assign, delegate, or transfer any rights or obligations under this Agreement without the prior written consent of both Parties, e-mail confirmation from both Parties is sufficient. Customer acknowledges that the prices set forth in Exhibit A are solely for Customer.
9. Headings. The paragraph headings contained in this Agreement have been included for convenience of reference only and are not intended to define or limit the scope or intent of any provision of this Agreement.
10. Authority. The individual signing this Agreement on behalf of any Party warrants and represents that they have all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for whom they sign.
11. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto.
12. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit to the Parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision of this Agreement be enforced by, any other person or Party.
13. Changes in Laws and Regulations. Notwithstanding any other provision of this Agreement, if federal, state or local governmental agencies (or their representatives), issue or promulgate any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect, which prohibits, restricts, limits, or in any way materially changes the ability of either Party to perform or which otherwise materially affects either Party's rights or obligations hereunder, then either Party may give the other Party written notice of intent to amend this Agreement in a fashion that is equitable to each Party considering such prohibition, restriction,

limitation or change, and the Parties shall negotiate in good faith to accomplish such amendment. If this Agreement is not so amended in writing within 30 days after such notice is given, either Party shall have the right to terminate this Agreement at that time.

14. Force Majeure. The obligations of either Party to perform under this Agreement will be excused during each period of delay caused by acts of God, war or terrorism, pandemic, or shortage of power or materials or government orders which are beyond the reasonable control of the Party obligated to perform and prevents the Party from being able to perform ("Force Majeure Event"). In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible.
15. Choice of Law. This Agreement and all claims or causes of action, whether based on contract, tort, statute or equity that may be based upon or arise out of this Agreement's terms and conditions shall be governed by the laws of the State of New York, without regard to its choice of law rules, and the venue of any action hereunder shall be New York County, New York, United States of America.
16. Construction. Each of the Parties has had an opportunity to consult with a lawyer and, to a significant degree, participate in drafting and preparation of this Agreement and, accordingly, no provision of this Agreement shall be construed against any Party on the basis of that Party's being the "drafter" of such provision.
17. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein.
18. Integration and Entire Agreement. This Agreement together with the Invoices noted in Paragraph 3 above represent the Parties' final understanding as to the subject matter hereof and supersedes all prior written or oral discussions, negotiations, and agreements of the Parties and constitutes the sole final and complete agreement.
19. No Representation. Neither Party is relying to any extent whatsoever upon any written or oral representation made by the other Party, outside of this Agreement, in deciding to enter into this Agreement.
20. Payment of Costs and Attorneys' Fees. The Parties will pay their own costs and attorneys' fees incurred in connection with the drafting of this Agreement.
21. Rights Cumulative; No Waiver. No right or remedy in this Agreement conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each

right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement, or hereafter legally existing upon the occurrence of any event of default under this Agreement. The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement does not constitute a waiver of the right to demand exact compliance with the terms hereof.

22. Severability. If any one or more of the provisions contained in this Agreement, or the application thereof in any circumstance, is held invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provision(s) held invalid, illegal, or unenforceable substantially impair the benefits of the remaining provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement signed and dated on the date indicated below on the following page:

(The remainder of this page has been intentionally left blank)

**FOR THE CUSTOMER:**

Omni Eye Service Kremer Eye Center  
By: Christina Brunelle  
Title: Chief Operating Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE VENDOR:**

Astor Pharmacueticals, LLC  
By: Eli Bensoussan  
Title: Lead Healthcare Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Below is **Exhibit A**: Excel spreadsheet  
Below is **Exhibit B**: List of Customer  
locations



## **Exhibit B List of Locations**

### **New Jersey**

#### **Cherry Hill**

1820 Chapel Avenue West Suite 100 Cherry Hill,  
NJ 08002  
[LEARN MORE](#)

#### **Elmwood Park**

619 River Dr Suite 201 Elmwood Park, NJ 07407  
[LEARN MORE](#)

#### **Fairfield**

100 Passaic Ave Suite 200 Fairfield, NJ 07004  
[LEARN MORE](#)

#### **Iselin**

485 US-1 Building A, Suite 140 Iselin, NJ 08830  
[LEARN MORE](#)

#### **Parsippany**

2200 Route 10 West Suite 102 Parsippany, NJ  
07054  
[LEARN MORE](#)

#### **Rochelle Park**

218 Route 17 North 3rd Floor Rochelle Park, NJ  
07662  
[LEARN MORE](#)

#### **Sparta**

1 Wilson Dr 1st Floor Sparta, NJ 07871  
[LEARN MORE](#)

## **Union City**

2201 Bergenline Ave 3rd Floor Union City, NJ  
07087

[LEARN MORE](#)

## **West Orange**

475 Prospect Ave Suite 1 West Orange, NJ  
07052

[LEARN MORE](#)

## **New York**

### **Manhattan**

20 E 46th St Penthouse New York, NY 10017

[LEARN MORE](#)

## **Pennsylvania**

### **Chadds Ford**

2 Christy Drive Chadds Ford, PA 19317

[LEARN MORE](#)

### **Chambersburg**

825 5th Ave Suite 102 Chambersburg, PA 17201

[LEARN MORE](#)

### **Easton**

2020 Sullivan Trail Front Office Easton, PA  
18040

[LEARN MORE](#)

## **Erie**

300 State St Suite 201 Erie, PA 16507

[LEARN MORE](#)

## **King of Prussia**

1018 W 9th Ave Suite 100 King of Prussia, PA  
19406

[LEARN MORE](#)

## **Limerick**

420 Linfield-Trappe Rd Building A, Suite 3300  
Limerick, PA 19468

[LEARN MORE](#)

## **Philadelphia**

1800 JFK Blvd Suite 902 Philadelphia, PA 19103

[LEARN MORE](#)

## **Warrington**

865 Easton Rd Suite 240 Warrington, PA 18976

[LEARN MORE](#)

## **Wayne**

744 W Lancaster Ave Suite 110 Devon Square II  
Wayne, PA 19087

[LEARN MORE](#)

## **Waynesboro**

2105 E Main St 1st Floor Waynesboro, PA 17268

[LEARN MORE](#)

**Maryland**  
**Hagerstown**

1150 Professional Ct Suite B Hagerstown, MD  
21740

## **EXHIBIT B**

From: Christina Brunelle Christina.Brunelle@oomc.com  
Subject: RE: Savings  
Date: Mar 28, 2025 at 12:57:42 PM  
To: Eli Bensoussan eli@astordrugs.com

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Hi Eli,

I am trying to hand this off to finance to take over completion of the agreement or let us know we need to move on.

I will try to get you an answer and contact early next week.

**Christina BrunelleOOMC**

Vice President of Market Operations

(C) 443.834.5591

[Christina.brunelle@oomc.com](mailto:Christina.brunelle@oomc.com)

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**From:** Eli Bensoussan <eli@astordrugs.com>  
**Sent:** Tuesday, March 25, 2025 7:47 PM  
**To:** Christina Brunelle <Christina.Brunelle@oomc.com>  
**Subject:** Re: Savings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Christina,

We have quite a few open negotiations with manufacturers and the GPO with the assumption of Q2 start. I just want to update them if this is being paused or if we will pick this up later.

Would you mind letting me know about that please, so I may update the relevant parties on my end?

Thanks,

Eli Bensoussan  
Astor Pharmaceuticals, LLC  
VAWD, NABP Accredited Drug Distributor

On Mar 21, 2025, at 6:45 AM, Eli Bensoussan <[eli@astordrugs.com](mailto:eli@astordrugs.com)> wrote:

Hi Christina,

We have a few items which we would like to suggest brand substitutions for. Can I send you that short list and send samples as well?

We have a few moving parts on my end in order for this setup to complete before end of month. If you have any sort of timeline for next steps it would help me a lot on my end.

Thanks again.

Eli Bensoussan  
Astor Pharmaceuticals, LLC  
VAWD, NABP Accredited Drug Distributor

On Mar 13, 2025, at 2:22 PM, Eli Bensoussan <[eli@astordrugs.com](mailto:eli@astordrugs.com)> wrote:

Christina,

Please see attached this includes the 20% discount per item. Please disregard what I had previously sent you, that was an early on version before discounts applied.

For a few items, we would like to suggest alternate based on same quality and stronger discounts. We can have those items shipped for review.

Is Monday 2:00PM still available to schedule a review?

**Eli Bensoussan**  
**Healthcare Account Specialist**  
VAWD/NABP Accredited Drug Distributor

917-613-1017 (Mobile)

<image003.jpg>

<image004.jpg>

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**From:** Eli Bensoussan <[Eli@astorDrugs.com](mailto:Eli@astorDrugs.com)>

**Date:** Tuesday, March 11, 2025 at 1:50 PM

**To:** Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)>

**Subject:** Re: Savings

If you need me to call and briefly explain, I am available.

**Eli Bensoussan**

**Healthcare Account Specialist**

VAWD/NABP Accredited Drug Distributor

917-613-1017 (Mobile)

<image001.jpg>

<image002.jpg>

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**From:** Eli Bensoussan <[Eli@astorDrugs.com](mailto:Eli@astorDrugs.com)>

**Date:** Tuesday, March 11, 2025 at 1:36 PM

**To:** Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)>

**Subject:** Re: Savings

I just checked the first 4 items and those were not listed on the HS order history you had sent me back in August. They were however listed on the McKesson order history sheet.

I think a much simpler way to demonstrate the savings is if you can send me your current Schein last 12 months history. I can then apply a flat 20% per item, line by line.

We were using a formula based on fixed lowest pricing which has a larger end discount, but I think a simple line by line 20% discount will be easier for everyone to track.

If you agree, I'll wait for you to send your current 12 months Schein history and I will apply the flat 20% discount. If your McKesson 12 months history is available I will do the same.

**Eli Bensoussan**



**Healthcare Account Specialist**

VAWD/NABP Accredited Drug Distributor

917-613-1017 (Mobile)

<image001.jpg>

<image002.jpg>

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**From:** Eli Bensoussan <[eli@astordrugs.com](mailto:eli@astordrugs.com)>

**Date:** Tuesday, March 11, 2025 at 1:13 PM

**To:** Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)>

**Subject:** Re: Savings

I will double check this now, I may have sent you an earlier version. If so, I'll resend the correct to you shortly.

Eli Bensoussan

Astor Pharmaceuticals, LLC

VAWD, NABP Accredited Drug Distributor

On Mar 11, 2025, at 1:11 PM, Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)> wrote:

Hi Eli,

I reviewed the cost saving sheet with what I currently have available with Henry Schein. These prices were pulled from the website today.

I have attached a sheet with some of the items I looked at. The only savings I noted was on a suture that was ordered once last year. If this wasn't an error on your pricing, it was a tremendous discount but not of value with the other products that we frequently order.

Let me know if I am missing something.

**Christina Brunelle|OOMC**

Vice President of Market Operations  
(C) 443.834.5591  
[Christina.brunelle@oomc.com](mailto:Christina.brunelle@oomc.com)

**From:** Eli Bensoussan <[eli@astordrugs.com](mailto:eli@astordrugs.com)>  
**Sent:** Tuesday, February 25, 2025 11:13 AM  
**To:** Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)>  
**Subject:** Re: Savings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Christina,

1. Omni McKesson Purchase Report: Total spend of \$181,942.90
2. OOMC Henry Schein: Total spend of \$110,798.24

**COMBINED SPEND: \$292,741.14**

1. Omni Eye Discounted Pricing: Both McKesson and Schein list same items (based on purchase dates) multiple times with fluctuating pricing. On the discounted pricing sheet, I have combined total quantities ordered into 1 line item per product and with 1 set price. The result is a total projected spend of **\$211,756.79** for the same items.

I will review with you when we discuss at 12:00 via zoom today.

**Eli Bensoussan**  
**Healthcare Account Specialist**  
VAWD/NABP Accredited Drug Distributor  
917-613-1017 (Mobile)  
<image001.jpg>  
<image002.jpg>

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**From:** Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)>  
**Date:** Monday, February 24, 2025 at 9:32 PM  
**To:** Eli Bensoussan <[eli@astordrugs.com](mailto:eli@astordrugs.com)>  
**Subject:** RE: Savings

Thank you.

**Christina BrunelleOOMC**

Vice President of Market Operations

(C) 443.834.5591

[Christina.brunelle@oomc.com](mailto:Christina.brunelle@oomc.com)

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**From:** Eli Bensoussan <[eli@astordrugs.com](mailto:eli@astordrugs.com)>

**Sent:** Monday, February 24, 2025 9:16 PM

**To:** Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)>

**Subject:** Re: Savings

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I did send it a while back but I can resend it in the morning. Savings were actually \$80,000 on \$289,000 of purchases so, we will be very capable of maintaining a minimum of a 20% savings on new items as well.

I will resend the excel as a line by line comparison so you can see the direct savings.

Eli Bensoussan

On Feb 24, 2025, at 8:52 PM, Christina Brunelle <[Christina.Brunelle@oomc.com](mailto:Christina.Brunelle@oomc.com)> wrote:

Hi Eli,

Did you send me anything to show me the price difference between our current supplies and what you are offering?

Is it a straight 20% on all of our formulary items?

I still don't think you have the big picture on our spending so I want to make sure we won't have an issue as new items are added to the formulary.

Thank you for your help with this. I am working with finance to finalize an agreement but will need to show them savings in the simplest way possible.

**Christina Brunelle|OOMC**

Vice President of Market Operations

(C) 443.834.5591

[Christina.brunelle@oomc.com](mailto:Christina.brunelle@oomc.com)

<Omni Eye Discounted Pricing 02-25-25\_cost compare.xlsx>  
<Omni Astor 20% Price Comp.xlsx>

## **EXHIBIT C**



